

Form ACA 413  
(U. S. Government Standard Form No. 2  
As modified for use by the Civil  
Aeronautics Administration.)  
(Revised July 31, 1946)

C2ca 041 -A

FA 50-1103

DEPARTMENT OF COMMERCE  
CIVIL AERONAUTICS ADMINISTRATION  
WASHINGTON

Airway

Site No.

PUERTO RICO

HH MARKER

**LEASE**

between

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 17th day of February  
in the year one thousand nine hundred and fifty eight  
by and between JOSE GASCOT AYALA  
whose address is P. O. Box 1503, Bayamón, Puerto Rico

for his heirs, executors, administrators, successors, and assigns, herein-  
after called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and  
agree as follows:

2. The lessor hereby leases to the Government the following described premises, viz:

A tract of land out of Predio No.1, Deslinde de la Finca Original  
Guarco y De León, Municipio de Vega Baja, Puerto Rico and more  
particularly described as follows: From the liana (jaguey) tree,  
also known as survey marker No. 3046 of the survey by M. W. Ruiz  
Sosa on July 25, 1945, in the north area of said Predio No.1, go  
S 68-30 E 870.0ft., more or less, to the point of beginning, thence  
East 1200.0 ft.; thence South 1200.0 ft.; thence West 1200.0 ft.;  
thence North 513.0 ft.; more or less, thence N 47-50 W 804.0ft.,  
more or less; thence N 78-39 W 77.5ft.; thence S 61-57 W 432.9 ft.,  
thence N 5-22 W 3 2.4 ft., along a west property line; thence N 61-  
57 E 431.1 ft.; thence S 78-39 E 96.5 ft.; thence S 47-50 E 582.0  
ft., more or less; thence North 644.0 ft., more or less; to the  
point of beginning. This tract of land containing 33.8 acres, more  
or less, or 34.9 cuerdas, more or less. All bearings are magnetic

~~Together with the right to the Government and to the public to land and operate aircraft  
thereon~~ as Nov. 1957.

~~And a right-of-way for ingress and egress to and from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, telephone, and telephone typewriter facilities to the premises; and rights-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;~~

And the right to establish and maintain beacon lights and other lighting equipment, radio, and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning

December 1, 1957 and ending with June 30, 1958

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of ONE THOUSAND TWO HUNDRED DOLLARS and no cents (\$1200.00) and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises

beyond the thirtieth day of June, 19 78

6. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

-- NOTHING --

7. The lessor shall not, during the term of this lease erect any structures on the premises, nor use nor allow the use of the said premises in any manner without the written consent of the Department of Commerce, Civil Aeronautics Administration.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this lease or within 90 days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: For the period Dec. 1, 1957 to June 30, 1958 One thousand two hundred dollars and no cents (\$1200.00) and One thousand two hundred dollars and no cents (\$1200.00) per year thereafter. Payment shall be made at the end of each government fiscal year, June 30th, without submission of voucher or invoice

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

13. This lease form dated 17th day of February 1958  
cancel and supersedes lease form contract No. no  
con. act number assigned, not accepted) covering a  
site for this HH Marker and signed by Sr. José Gascot Ayala  
on the 12th day of November 1957.

Y  
M.

14. Addition of Articles 11, 12, 13 and this Article 14, and the de-  
letion of the last paragraph on page one beginning with the words  
"Together with" and ending with the words " aircraft thereon" and the  
first paragraph on page two, beginning with the words "And a right  
of way" and ending with the words "convenient routes" were done prior  
to signature of any party to this lease.

FASO 1103

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date  
first above written.

As the holder of a mortgage dated  
April 4, 1957

against the above-described premises, the  
undersigned hereby consents to the foregoing  
lease and agrees that if, while the lease is in  
force the mortgage is foreclosed, the foreclosure  
shall not void the lease.

Federal Land Bank of Altimore  
by Mortgagee.

(Sgd.) E. Villare  
Asst. Vice President.

(Sgd.) José Gascot Ayala

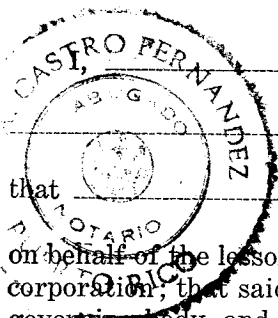
JOSE GASCOT AYALA Lessor.

THE UNITED STATES OF AMERICA,

By (Sgd) Vernon N. Peavy

VERNON N. PEAVY  
ACTING CHIEF, REAL ESTATE & UTILITIES  
SECTION  
Property Management Branch  
General Services Division  
CAA Second Region, Fort Worth, Texas

(If lessor is a corporation, the following certificate shall be executed by the secretary or assistant  
secretary)



\_\_\_\_\_, certify that I am the  
\_\_\_\_\_  
Secretary of the corporation named as lessor in the attached lease;  
that \_\_\_\_\_, who signed said lease  
on behalf of the lessor, was then \_\_\_\_\_ of said  
corporation; that said lease was duly signed for and in behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

[CORPORATE  
SEAL]

C2ca 5415 -A

P. O. Box 1503,  
Bayamón, Puerto Rico,  
February 17, 1957.

Civil Aeronautics Administration,  
U. S. Department of Commerce,  
Post Office Box 1689,  
Fort Worth 1, Texas.

Gentlemen:-

It is requested that all rental payments by the Government for the lease of the 33.8 acres tract of land out of Predio No. 1, Guarico Sur, Deslinde de la Finca, Original Guarco and De Leon, Municipio de Vega Baja, Puerto Rico, shall be paid directly to the account of Jose Gascot Ayala at The Federal Land Bank of Baltimore, Puerto Rico Branch, Stop 17, Santurce, Puerto Rico. The Federal Land Bank of Baltimore is the mortgagee of the above described property.

This letter supersedes my letter of November 13, 1957, relative to the lease of 97.12 acres.

Very truly yours,

*José Gascot Ayala*  
José Gascot Ayala.

*Witness:*

*Chas. P. Haran*  
*John B. Lynecomb*

SECA 5415 -1

Apartado de Correos 1503  
Bayamon, Puerto Rico  
17 de febrero de 1957

Civil Aeronautics Administration  
U.S. Department of Commerce  
Post Office Box 1689  
Fort Worth 1, Texas

Caballeros:

Se le suplica que todos los pagos del gobierno por el arrendamiento de un trecho de 33.8 acres de tierra en el Predio #1, Guarco Sur, Deslinde de La Finca, Original Guarco y de Leon, Municipio de Vega Baja, Puerto Rico deban ser hechos directamente a la cuenta de Jose Gascot Ayala con el Federal Land Bank of Baltimore, Puerto Rico Branch, Santurce, Puerto Rico. El Federal Land Bank of Baltimore es el hipotecario de la propiedad arriba mencionada.

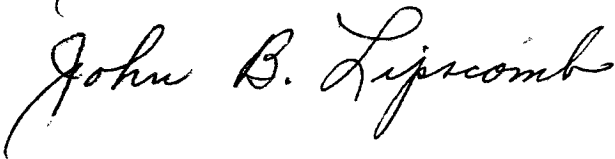
Esta carta invalida mi carta de noviembre 13 de 1957 en relacion al arrendamiento de 97.12 acres.

Queda de Ud. atentamente,

  
Jose Gascot Ayala

Witness:





FILE DESIGNATION

April 4, 1966

AIR MAIL

MIA-450B

Juan Piza Trias and  
Julia Blondet de Piza  
Box 8475  
Sancti Spiritus, Puerto Rico

Dear Mr. and Mrs. Piza:

This refers to your letter of March 21, 1966, regarding Lease No. FA 80-1103, for the HH Facility, San Juan, P. R. Copy of the document conveying this property to you from Jose Gaudet Ayala and Carmen Maria Suarez is on file in this office, showing an effective date of December 31, 1965.

Our accounting division has been notified to make final payment of \$600.00 to Lydia Soler Fajardo for the period July 1, 1965 through December 31, 1965, and to pay \$600.00 to you (as the new owners since December 31, 1965) for the period January 1, 1966, through June 30, 1966, and \$1,200.00 per year thereafter.

Prior to the sale, payments under this lease had been assigned to Lydia Soler Fajardo, Box 1262, San Juan 6, Puerto Rico. Please secure from Mrs. Fajardo or her attorney in fact, Mr. Mario Escudero, certified Public Accountant, Cohen Building, San Juan 6, Puerto Rico, a release from the assignment. Please furnish a copy of the release to this office to clear payments to you.

Sincerely yours,

Original Signed by  
JAMES H. McDANIEL

James H. McDaniel  
Contracting Officer

CC:

Lydia Soler Fajardo  
Mario Escudero

F.Lee/flg/MIA-450B/X0688/Apr 4, 1966

## CONCURRENCES

RTG. SYMBOL

450B

INITIALS/SIG.

J.L.

DATE

4-4-66

RTG. SYMBOL

450A

INITIALS/SIG.

J.L.

DATE

4/4/66

RTG. SYMBOL

450

INITIALS/SIG.

J.L.

DATE

4-4-66

RTG. SYMBOL

INITIALS/SIG.

DATE

RTG. SYMBOL

INITIALS/SIG.

DATE

RTG. SYMBOL

INITIALS/SIG.

DATE

RTG. SYMBOL

INITIALS/SIG.

DATE

DATE

RETURN FOR FILING TO

OFFICIAL FILE COPY